

# INTERNET CONTRACT

PLEASE READ THIS AGREEMENT CAREFULLY: IT CONTAINS THE TERMS AND CONDITIONS UNDER WHICH VIDEOTRON'S INTERNET ACCESS SERVICE IS PROVIDED TO VIDEOTRON CUSTOMERS.

BY REQUESTING ACTIVATION OF INTERNET ACCESS SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY EACH AND EVERY PROVISION HEREOF.

## AGREEMENT – VIDEOTRON INTERNET ACCESS SERVICE

### TERMS AND CONDITIONS

For the purposes of this agreement, the following definitions shall apply:

#### 1. DEFINITIONS

- 1.1 **Effective Date** – Activation date of the Services supplied by Videotron to the customer and, in the case of additional services, the date on which Videotron activates such additional services.
- 1.2 **Minimum Charges** – Charges payable by the customer for subscription to the Services for the minimum subscription period selected.
- 1.3 **Modem** – The cable Modem rented or sold to the customer by Videotron or one of its authorized retailers or any other cable Modem authorized by Videotron.
- 1.4 **Services** – The services offered to the customer by Videotron, as more specifically described in subsections 2.1 to 2.3 of this agreement.
- 1.5 **Specifications** – The specifications related to the Services, the Modem and any other equipment required by the customer and supplied by Videotron, which specifications are described on the account statement sent to the customer by Videotron.

#### 2. PURPOSE

- 2.1 **Services** – Subject to the terms and conditions of this agreement, Videotron Ltd. or CF Câble TV Inc. ("Videotron") agrees to provide the following services to the customer:

- 2.1.1 Dial-up Internet access or cable Internet access or any other service made available by Videotron to its customers from time to time, in accordance with the Specifications [and in accordance with the terms and conditions associated with the Services].

- 2.1.2 **Bandwidth usage limit:** The customer agrees and acknowledges that the term "unlimited use", as used in advertising for Internet cable access, refers to the time spent using the Service (based on intermittent usage) and that the number of gigabytes indicated for each type of subscription mentioned in subparagraphs 2.1.2 a), c) and g) constitutes maximum usage by the customer and that any excess usage of the bandwidth (i.e. beyond the maximum applicable to the service selected by the customer among those mentioned in subparagraphs 2.1.2 a), c) and g)) shall be billed to the customer in accordance with subsection 3.6 below.

Likewise, in the case of dial-up Internet access, the customer acknowledges that usage of the service beyond the time allocated under the terms of the subscription selected by the customer and mentioned in the Specifications shall be billed to the customer in accordance with subsection 3.7.

Lastly, the customer acknowledges and agrees that notwithstanding the Internet service to which the customer subscribes, including service offering unlimited usage of the bandwidth, any use of the Internet access service in an abusive manner or contrary to normal use for the type of service which could disrupt the Internet access services provided to other Videotron customers, may result in the interruption of the customer's Services in accordance with subsection 4.5 below.

The customer may take advantage of the downloading/uploading activities as more fully described below:

- a) if the customer subscribes to the **Basic Internet service**, the service-related activities include usage of the bandwidth up to one 1 gigabyte (1,024 megabytes) per month of downloaded data (from the Internet to the customer) and 1 gigabyte (1,024 megabytes) per month of uploaded data (from the customer to the Internet);
- b) if the customer subscribes to the **Business Basic Internet package**, the service-related activities include unlimited usage of the bandwidth;
- c) if the customer subscribes to the **High-speed Internet service**, the service-related activities include usage of the bandwidth for data transfer of 20 gigabytes (20 480 megabytes) per month of downloaded data (from the Internet to the customer) and 10 gigabytes (10 240 megabytes) per month of uploaded data (from the customer to the Internet);
- d) if the customer subscribes to the **Business High-speed Internet package**, the service-related activities include unlimited usage of the bandwidth;
- e) if the customer subscribes to the **Extreme High-speed Internet service**, the service includes unlimited usage of the bandwidth;
- f) if the customer subscribes to the **Business Extreme High-speed Internet package**, the service includes unlimited usage of the bandwidth; and
- g) if the customer subscribes to the **Extreme Plus High-speed Internet service**, the service-related activities include usage of the bandwidth for data transfer of 20 gigabytes (20 480 megabytes) per month of downloaded data (from the Internet to the customer) and 10 gigabytes (10 240 megabytes) per month of uploaded data (from the customer to the Internet);

- 2.1.3 rental or sale of the Modem;
- 2.2 **Additional Services** – Videotron also agrees to provide the customer with any other Service, rental or sale of additional equipment which, if required by the customer, shall be governed by the terms and conditions set out in this agreement (the "Additional Services").
- 2.3 **Other Services** – The Services shall also include:
  - 2.3.1 the granting of a non-exclusive and non-transferable licence to use Videotron's Internet software installation kit ("Software"), the whole as more fully described in the Software Licence Agreement accompanying the Software;
  - 2.3.2 an Internet messaging address (the "Videotron messaging address");
  - 2.3.3 on-line technical support to help the customer with configuration and ensure that the Internet access service works properly;
  - 2.3.4 technical support, maintenance and repair service following installation of the Services, so the customer can enjoy the Services and use the Modem and equipment supplied by Videotron.
- All Services not covered by this agreement are specifically excluded from the Technical Support Services.
- 2.3.5 Installation service - connection, installation, reconnection following interruption of Services, installation of additional outlets and relocation of existing outlets.
- 2.3.6 for High-speed and Extreme Internet access packages only, a ten (10) hours per month dial-up Internet access, in the territories where Videotron's servers for dial-up Internet access are located.
- 2.4 **Customer's account payment** – Payment by the customer of his or her account constitutes confirmation that the Specifications in the statement comply with the agreement between the customer and Videotron.

### **3. PAYMENT OF SERVICES**

**3.1** ***Charges payable by the customer*** – Starting on the Effective Date, in consideration of the provision of Services to the customer in accordance with the Specifications, the customer agrees to pay Videotron the amount representing the Minimum Charges indicated on the account statement. The customer further agrees to pay Videotron any other charges related to additional Services required from time to time by the customer in accordance with subsection 2.2 as well as the charges related to the support and installation Services described in paragraphs 2.3.3, 2.3.4 and 2.3.5.

Such charges and rates may be modified by Videotron from time to time upon at least thirty (30) days' prior notice sent to the customer at his or her Videotron Messaging Address. The list of Videotron charges and rates currently in effect is available on Videotron's Web site or by contacting customer service.

**3.2** ***Taxes and long-distance charges*** – All applicable taxes and long-distance charges are in addition to the charges and rates described in subsection 3.1.

**3.3** ***Billing*** – Charges shall be payable on the due date indicated on the statement sent to the customer (by mail or electronically), by authorized payment debited from the customer's account or by pre-authorized payment debited to the customer's credit card. If the charges remain unpaid following the due date, they shall bear interest at the rate of 1.5% per month (19.56% per annum) calculated and compounded daily as of the due date. As long as charges remain unpaid, Videotron shall issue an account statement on a monthly basis. Any partial payment made by the customer will first be applied to the accrued interest, then to the unpaid capital, starting with the overdue amounts due the earliest with respect to the payment date.

**3.4** ***Minimum charges*** – The minimum charges related to the Services shall be billed in advance for Services to be provided to the customer, the whole in accordance with the Specifications. Subject to the provisions of subsection 3.5, the charges payable for the provision of Services for a portion of a period shall be pro-rated to the number of days of availability of Services to the customer in proportion to the total number of days included in such period. Advance payment on a basis other than monthly is merely a method of payment and does not grant the customer any advantage whatsoever or protection against any rate increase applicable to any portion of the period for which the customer's last payment was received. However, this subsection does not apply to the charges, rates and terms of payment applicable during certain promotion periods.

**3.5** ***Additional charges*** – Charges related to the use of Services beyond the usage limit described in paragraph 2.1.2 shall be billed following excess usage by the customer. Administration fees shall also be billed to the customer for any cheque returned due to insufficient funds, for each pre-authorized payment refused by the customer's financial institution or for any debit from the customer's credit card not authorized by the issuing institution.

**3.6** ***Unlimited use*** – The customer agrees to observe the usage limits mentioned in subparagraphs 2.1.2 a), c) and g) in accordance with the type of subscription chosen, and acknowledges that additional charges of \$0.00776 per megabyte used will be billed for any usage exceeding the limits mentioned therein.

**3.7** ***Usage time*** – In the case of dial-up Internet access, the customer acknowledges that any usage of the service beyond the allocated time under the terms of the subscription chosen by the customer and mentioned in the Specifications shall be billed at a rate of \$1 per hour.

**3.8** ***Credit investigation*** – The customer authorizes Videotron and any person acting on Videotron's behalf, to check before and during the term of this agreement, his or her credit record with the relevant institutions and authorizes financial institutions and other reporting agencies to communicate to Videotron and any person acting on Videotron's behalf the credit information obtained in his or her customer file. If, in Videotron's opinion, the customer represents a financial risk, Videotron may demand advance payment for certain Services or any other guarantee it considers reasonable. The customer has disclosed any material fact or information regarding his or her financial situation which might alter his or her ability to fulfil the commitments contracted under this agreement.

**3.9** ***Modifications*** – Videotron may, upon at least thirty (30) days' prior notice to the customer's Videotron Messaging Address or by mail, modify the Services or any other provision of this agreement, including the charges and rates stipulated in subsection 3.1. However, no prior notice shall be required with regard to a modification of Services if Videotron's service offerings remain similar and have no impact on the charges payable by the customer. By settling the account statement accompanying any notice of modification to this agreement, the customer shall be irrevocably deemed to have accepted the modification. However, the customer may, within thirty such (30) days delay, cancel this agreement or request that it be modified in the manner provided in subsection 11.4 below, failing which the customer shall irrevocably be deemed to have accepted the modifications covered by the notice.

**3.10** ***Overdue account*** – In the event (i) the account sent by Videotron to the customer falls overdue or (ii) the customer fails to comply with the provisions of this agreement, Videotron may refuse to provide the customer with any additional Service or support Service pending complete payment of the overdue account and interrupt the Services in accordance with the provisions of subsection 11.7 of this agreement.

**3.11** ***Overpayment*** – Any overpayment by the customer shall be applied to the next account statement. In the event there remains an overpayment and Videotron ceases to provide Services to the customer and said customer does not owe Videotron any amount, Videotron shall reimburse the customer within forty-five (45) days of the termination of Services.

### **4. CUSTOMER'S OBLIGATIONS**

**4.1** ***Installation and configuration of the Installation Software*** – The customer shall be responsible for installing the Software including, where applicable, configuration of the dial-up software, to avoid any long-distance charges resulting from a misconfiguration, in which case the long-distance charges shall be entirely borne by the customer.

**4.2** ***Modem installation*** – The customer shall also install the Modem via a USB port or Ethernet card as well as any other appropriate add-on, the installation of which shall be the customer's responsibility.

**4.3** ***Modem and equipment*** – The customer agrees to notify Videotron promptly of any defect, failing which the customer shall be deemed to have received the Modem and equipment in good repair and working condition. Furthermore, in the event the customer has not received the Modem or equipment within ten (10) business days following an order for a Modem or equipment by the customer to Videotron, the customer agrees to notify Videotron accordingly.

**4.4** ***Compliance with rules for using Videotron's Internet service*** – The customer agrees to comply with the rules for acceptable use of the Internet. Videotron may, following a notice sent to the customer at his or her Videotron messaging address, immediately interrupt the Internet access service to which the customer subscribes if Videotron considers that the customer is in violation of the commitments stipulated hereinabove by engaging in any of the following activities:

- a) Transmission or promotion of unsolicited messages ("spam");
- b) Transmission of e-mail chain letters or pyramid schemes;
- c) Uploading or downloading, recovery or storage of any information, data or material of a libellous or obscene nature, containing hate literature, child pornography, or constituting an invasion of privacy;
- d) Transmission of any file or document containing a "worm" or "Trojan horse," or any other element of a destructive nature.

**4.5** ***Misuse of the Videotron Internet service*** – The customer agrees not to use Videotron's Internet access service in an abusive manner and contrary to normal use for the type of service which would disrupt the Internet access services provided to

other Videotron customers, notwithstanding the Internet service to which the customer subscribes. Videotron may, within thirty (30) days of sending a notice to such effect to the customer at the Videotron Messaging Address, interrupt the Internet access service to which the customer subscribes in the event he or she fails to comply with the Videotron requirements stipulated in the said notice.

4.6 **Compliance with software utilization licence** – The customer agrees not to modify, use for other purposes, decompile or copy the software utilization licence except to the extent permitted by the provisions therein.

4.7 **Utilization of the Modem and equipment** – The Customer shall use the Modem and any other equipment with care, caution and diligence. The customer also agrees to comply with the instruction manuals provided by Videotron, where applicable, and with any instructions or requirements of Videotron relating to the Modem or equipment mentioned in the documentation. Moreover, the customer may not modify or alter the Modem or Modem configuration or the rented equipment, failing which the customer shall be liable to civil and criminal sanctions.

4.8 **Prohibition** – Except with the prior written consent of Videotron, the customer may not use a Modem unauthorized by Videotron for the purpose of using the Services. Furthermore, the Modem and equipment may not be moved to a location other than that mentioned in the Specifications.

4.9 **Banned servers** – The customer agrees not to use the Services to broadcast data from any type of server (such as FTP, HTTP, IRC, MP3, PROXY, SMTP, POP or other) to the Internet.

4.10 **Computer system** – The customer declares that he or she has in his or her possession all the equipment needed for connection to the Services and acknowledges the obligation to provide a computer system and equipment which meets the minimum requirements needed to use the Services, Modem and equipment provided by Videotron. In the event Support Services are provided to the customer by Videotron and result from a defect of the computer system or equipment belonging to the customer, or said equipment does not meet the necessary minimum requirements, additional Support Services charges could be billed to the customer by Videotron.

4.11 **Access to customer's residence** – The customer agrees, to the extent reasonable, to allow free access to a duly authorized Videotron representative, during normal hours, to the premises where the Services are provided to the customer and where the Modem and equipment are located and, where applicable, to ensure compliance with the customer's obligations under this agreement.

4.12 **Connections** – The customer agrees not to connect to the Service a number of computers greater than the number agreed in the Specifications, without the prior written consent of Videotron.

4.13 **Hosting rules** – The rules for hosting a Web site outlined below apply to any personal Web page of the customer hosted on Videotron's or its agents' Internet servers. In this regard, the customer expressly acknowledges that Videotron's obligation under this agreement is limited to providing the Services mentioned in subsections 2.1 to 2.3 of this agreement. Hosting the customer's personal Web pages constitutes an additional service offered free of charge and solely for the purpose of accommodating the customer and does not at any time constitute an obligation for Videotron to continue hosting personal Web pages designed by the customer.

4.13.1 The customer agrees to ensure that the on-line content of his or her personal Web page is not i) immoral, libellous, obscene, racist, illegal or hate-mongering; ii) liable to injure the reputation of any person; iii) liable to infringe any right, title or intellectual property interest belonging to a third party; iv) liable to cause a third party any damage whatsoever.

4.13.2 The customer agrees to ensure that the content of his or her personal Web pages complies with all applicable laws, regulations and orders. In addition, the customer may not i) access a third party's Internet server without authorization; ii) modify

the content of a third party's Web pages; and iii) commit or otherwise attempt to commit an illegal act.

4.13.3 The customer agrees not to include any link on his or her Web site which may refer the user to prohibited or unlawful sites under applicable law or this agreement.

4.13.4 The customer agrees that the Web pages shall be free of any faulty design and operation as well as any virus.

4.13.5 None of the Web pages designed by the customer may reproduce any part of a third party's Web page without the latter's prior consent.

4.13.6 The customer shall hold the copyright to any material posted on personal Web pages and freely grants Videotron the right of digital reproduction and adaptation for the exclusive purpose of carrying out this agreement.

4.13.7 The customer shall be responsible for the choice of domain name and shall be responsible for the content of his or her Web pages, their update, their backup and damages that may arise from their use, their posting and any unauthorized access to Web pages. The customer agrees to conduct any useful or necessary verification to rule out conflict with the domain name he or she wishes to be allocated, and agrees to hold Videotron harmless from any legal action against it in this respect.

4.13.8 The customer agrees to limit the total of his or her Web pages to 5 megabytes of disk space.

4.14 **Content of Web pages hosted by Videotron** – The customer acknowledges being solely responsible for the content of his or her personal Web pages hosted by Videotron and agrees to comply with all applicable laws. The customer also acknowledges the impossibility of Videotron exercising permanent and effective control over the content of the customer's Web pages. Accordingly, the customer agrees to exercise this control himself or herself. However, Videotron reserves the right to monitor, from time to time, the content of the customer's personal Web pages and disclose the information necessary to comply with the law, a regulation or any court order. Videotron may also monitor the content of the customer's personal Web pages to provide the Services, protect itself or protect a third party against any offence.

4.15 **Withdrawal of Web pages** – Videotron may, following a notice sent to the customer at Videotron's Messaging Address, immediately cease hosting the customer's personal Web pages if it believes that the customer is in breach of any of the provisions of this agreement, or if Videotron receives notice to such effect from a third party. Videotron shall under no circumstances be liable for damages caused to the customer following the cessation of the hosting of the customer's personal Web pages.

## 5. CUSTOMER'S RESPONSIBILITY

5.1 **Identification elements** – The customer shall be solely responsible for the use of the Services made using his or her Videotron-assigned user name and password. Consequently, Videotron assumes no liability with regard to acts or omissions of the customer or any other person using the customer's user name or password. Without limiting the generality of the foregoing, the customer shall be responsible for all expenses incurred at the time of purchases or any other transactions carried out using the Services.

5.2 **Videotron's Messaging Address** – The customer shall also be solely responsible for his or her Videotron Messaging Address and its use. Videotron declines any liability in respect of any claim that might arise from suspension of the Videotron Messaging Address in case of termination of this agreement.

5.3 **Security** – The customer shall be responsible for protecting his or her computer system against any corrupted file or virus that may impair its use. Accordingly, the customer shall be responsible for equipping the computer system with the appropriate tools against theft, unauthorized use of data, viruses or computer file corruption.

5.4 **Confidentiality** – The customer assumes sole responsibility for transmitting confidential data through the Services. Videotron offers no guarantee of confidentiality of the data transmitted through the Services.

5.5 **Loss of equipment** – In case of loss by the customer of the rented Modem or breakage making it unusable, even if this loss or damage is the result of force majeure or a cause beyond the customer's control, the customer agrees to pay Videotron, as liquidated damages, the amount of \$159.95 plus all applicable taxes.

## 6. OWNERSHIP OF EQUIPMENT

6.1 **Rented equipment** – It is expressly understood by the parties that Videotron shall remain the owner of the rented Modem and any other rented equipment, as stipulated in subsection 2.2 of this agreement, and that such Modem and equipment shall remain the sole and complete property of Videotron.

6.2 **Videotron's Messaging Address** – It is also understood that Videotron shall remain the owner of the Videotron Messaging Address.

## 7. EQUIPMENT PURCHASE

This section 7 shall apply only in the event the customer buys the Modem and any other Videotron equipment (for purposes of this section, the Modem and any other equipment are referred to collectively as the "Equipment").

7.1 **Final sale** – Subject, where applicable, to the provisions of the Quebec Consumer Protection Act, the sale of the Equipment shall be final and the Equipment may not be returned or refunded without Videotron's consent.

7.2 **Work by Videotron** – At the customer's request, Videotron shall install or have installed the Equipment on the customer's computer system, at the customer's expense.

7.3 **Basic Warranty** – Any Modem sold to the customer shall be warranted against any manufacturing defect for a period of one (1) year for parts and labour. The warranty period shall be calculated from the Effective Date. Videotron shall replace any defective Modem by an identical modem or another model in accordance with the terms of the warranty, provided the customer notifies Videotron of the defect within the warranty period. Notwithstanding the foregoing, the warranty does not apply to any breakage or defect resulting from accidents or force majeure, modifications to the Modem without Videotron's authorization, misuse or abuse of the Modem. In case of a defective Modem, the customer agrees to notify Videotron promptly so that a duly authorized representative of Videotron can make the necessary inspection.

7.4 **Extended warranty** – If a customer has purchased the extended warranty previously offered by Videotron on any Modem sold to a customer, such extended warranty covers any manufacturing defect for a period of three (3) years for parts and labour. The warranty period shall be calculated from the Effective Date. Videotron shall replace any defective Modem by an identical modem or another model of modem in accordance with the terms of the extended warranty, provided the customer notifies Videotron of the defect within the warranty period. Notwithstanding the foregoing, the warranty does not apply to any breakage or defect resulting from accidents or force majeure, modifications to the Modem without Videotron's authorization, misuse or abuse of the Modem. In case of a defective Modem, the customer agrees to notify Videotron promptly so that a duly authorized representative of Videotron can make the necessary inspection.

## 8. SERVICE GUARANTEE

8.1 **No representation or warranty** – Videotron makes no express or implied representation or warranty regarding the Services, Modem and Equipment, other than its obligations under this agreement. The Services, Modem and Equipment are supplied "as is", subject to availability.

8.2 **Exclusions** – Without limiting the generality of the foregoing, Videotron does not warrant i) the uninterrupted functioning of the Services or their hardware and software components; ii) that the Services meet the customer's needs or that their use is free of bugs or viruses; or iii) the performance, availability, use

or uninterrupted use of the Service and, where applicable, that all functional problems can be resolved. The customer acknowledges that the system's speed is contingent on Internet traffic volume. Thus, Videotron cannot guarantee speed performance of the Services.

8.3 **Other exclusions** – Videotron does not warrant that the data or files transmitted or received by third parties will be transmitted without being corrupted or within a reasonable timeframe or without being intercepted. **Videotron makes no declaration concerning the Services, Modem and Equipment supplied under this agreement or in respect of information contained on the Internet, and does not in any way guarantee the copyright or failure to comply with intellectual property rights or that the goods available on the Internet are of marketable quality or comply with a specific use. All representations, warranties or conditions of any nature whatsoever, express or implied, are hereby excluded to the extent permitted by applicable law.**

## 9. LIMITATION OF LIABILITY

9.1 **Obligations of Videotron** – Videotron shall fulfil its obligations under this agreement with diligence and to the best of its ability.

9.2 **Exclusions** – Except in cases of gross negligence or deliberate fault on its part, Videotron shall not be liable to the customer or any other individual for damages it or persons under its control may cause, regardless of their nature. Without limiting the generality of the foregoing, Videotron shall not be liable for material loss (including loss relating to software) resulting from a change in software configuration, computer virus, content, use, validity or quality of the Services provided through the Internet, Internet breakdown, loss or destruction of data due to intrusion or otherwise or unauthorized interception of communications or delay in their transmission or receipt. Should Videotron nonetheless be found responsible for a loss or damage of any nature whatsoever, its liability shall be limited to crediting the customer an amount equal to the monthly charges payable by the customer for a maximum period of one month.

9.3 **Other exclusions** – Videotron shall under no circumstances be liable for any loss or expenses related to any allegation, claim, lawsuit or other proceeding based on the use of Videotron Internet Services by the customer or a third party using a password or user name assigned by Videotron to the customer, to the effect that third parties' intellectual property rights or contractual rights have been violated.

9.4 **Interruption of Services** – Notwithstanding subsection 9.2, in case of interruption of the Services attributable to any cause whatsoever other than the customer's fault, Videotron's liability shall be limited to crediting, upon written request by the customer, the Minimum Charges proportionally to the duration of the interruption in relation to the total period for which the customer must pay Minimum Charges, calculated on an hourly basis, provided the following conditions are met: i) the customer has notified Videotron in writing; ii) the interruption lasted for a period of at least forty-eight (48) consecutive hours after the notice; and iii) the customer has sent a written request for credit to Videotron within fifteen (15) days following such notice.

9.5 **Service limits** – Videotron agrees to make an effort so that the Services offered to the customer under this contract are provided to the customer's satisfaction. However, Videotron cannot, under any circumstances, guarantee that the Services offered are compatible with the customer's computer hardware and software.

9.6 **Telecommunications Act** – The provisions of this section 9 apply, subject to the provisions of section 31 of the **Telecommunications Act**, which shall take precedence.

9.7 **Sales promotion services** – Videotron may offer certain Services to existing or new customers free of charge for purposes of sales promotion (the "Sales Promotion Services"). In such an event, Videotron shall under no circumstances owe any amount whatsoever to its customers who do not enjoy the benefit of the Sales Promotion Services.

## **10. INDEMNIFICATION BY THE CUSTOMER**

**10.1 *Indemnification*** – The customer agrees to indemnify Videotron and hold it harmless with respect to any claim, lawsuit or legal proceeding or formal notice, including judicial and extrajudicial fees, whether a case is well-founded or not (a "Claim"), by a third party against Videotron or its affiliates in which there is an allegation of facts that constitute or may constitute misconduct on the part of the customer or failure of the customer to comply with any of his or her obligations under the terms of this agreement, and the customer agrees to indemnify Videotron or its affiliates for damages caused by his or her misconduct or failure to meet his or her obligations. Videotron shall be entitled to take part in the defence against any Claim, at its expense, and to be represented by a lawyer of its choice.

## **11. TERM AND CANCELLATION**

**11.1 *Term*** – Subject to the provisions set out below, this agreement shall come into force on the Effective Date and shall have a minimum term of thirty (30) days, which shall be automatically renewed for additional successive periods of thirty (30) days. The customer may at any time, upon at least thirty (30) days' prior notice to Videotron, cancel this agreement or ask Videotron for subscription to another category of Services.

**11.2 *Sales promotion*** – If the subscription is part of a sales promotion offered by Videotron whereby the customer enjoys lower rates than would have been the case without such sales promotion, the subscription shall be for the period covered by the sales promotion (the "Sales Promotion Period") and may not be cancelled before such period ends. Upon expiry of the Sales Promotion Period, the subscription shall be automatically renewed under the same conditions or at the regular rate in effect for this type of subscription in accordance with the conditions or rates applicable to such sales promotion, unless Videotron receives a notice of non-renewal from the customer within ten (10) days preceding expiry of the Sales Promotion Period.

**11.3 *Cancellation in the context of a sales promotion*** – Notwithstanding the provisions of subsection 11.2, should the customer cancel a subscription contracted as part of a sales promotion before the end of the Sales Promotion Period, the customer shall pay Videotron the following penalties, as damages:

**For subscriptions having started prior to August 1st 2006:**

11.3.1 For Internet access service: a penalty equal to 50% of the monthly payments remaining in the contract;

11.3.2 If the Modem is rented: a penalty equal to 50% of the monthly payments remaining in the contract;

11.3.3 If the Modem is purchased: a penalty equal to the rebate granted to the customer when the cable Modem was purchased.

**For subscriptions having started on August 1st 2006 or after:**

11.3.1 if the Sales Promotion Period is 36 months, a penalty of \$300 plus applicable taxes if the customer cancels its subscription between the first and twelve months of the Sales Promotion Period; a penalty of \$200 plus applicable taxes if the customer cancels its subscription between the thirteenth and twenty fourth months of the Sales Promotion Period; or a penalty of \$120 plus applicable taxes if the customer cancels its subscription between the twenty-fifth and thirty-sixth months of the Sales Promotion Period;

11.3.2 if the Sales Promotion Period is 24 months, a penalty of \$200 plus applicable taxes if the customer cancels its subscription between the first and twelve months of the Sales Promotion Period; or a penalty of \$120 plus applicable taxes if the customer cancels its subscription between the thirteenth and twenty fourth months of the Sales Promotion Period;

11.3.3 if the Sales Promotion Period is 12 months, a penalty of \$120 plus applicable taxes if the customer cancels its subscription between the first and twelve months of the Sales Promotion Period;

11.3.4 in all cases, if the Modem is rented: a penalty equal to 50% of the monthly payments remaining in the contract;

11.3.5 in all cases, if the Modem is purchased: a penalty equal to the rebate granted to the customer when the cable Modem was purchased.

**11.4 *Modification*** – Where the provisions of subsection 3.9 apply, the customer may either cancel this agreement or ask Videotron to modify the customer's Services or the duration of the customer's subscription, effective on the date of transmission of the prior notice sent to the customer at the Videotron messaging address, provided the customer has sent Videotron written notice to such effect within thirty (30) days of receiving Videotron's notice.

**11.5 *Cancellation of Services*** – Subject to the provisions of subsections 11.6, 11.7 and 11.9, Videotron may cancel this agreement at any time upon at least thirty (30) days' prior notice to the customer.

**11.6 *Default*** – Videotron may cancel this agreement or interrupt the Services at any time without prior notice and without prejudice to any of its rights vis-à-vis the customer in the event the latter fails to comply with one or more of the provisions of this agreement.

**11.7 *Interruption or cancellation due to overdue account*** – Videotron may interrupt the Services or cancel this agreement if the customer fails to pay an account on its due date, upon prior written notice of at least five (5) days to the customer indicating the reason and scheduled date of interruption of the Services, the amount due by the customer and, where applicable, the charges for restoring the Services, the charges for cancelling the agreement if payment is not made by the customer within such period of five (5) business days and any other charges payable to Videotron. Cancellation charges mean: i) the amount owed by the customer to Videotron in accordance with this agreement; and ii) any amount payable by the customer to Videotron under this agreement for the remaining period of this agreement. Following cancellation of the agreement, Videotron shall reimburse the customer, where applicable, the portion paid in excess of the customer's monthly charges. The customer may contact Videotron's customer service for any comment or information to such effect.

**11.8 *Services available to customers*** – Should Videotron consider that a customer should be subscribing to the "Business" Internet Access Services, Videotron shall send the customer thirty (30) days' prior notice to the effect that it wishes to transfer the customer to its "Business" Services section. The customer shall have thirty (30) days to notify Videotron that he or she no longer wishes to use Videotron's Services, failing which he or she will irrevocably be deemed to have accepted the transfer to the "Business" Services.

**11.9 *Bankruptcy and insolvency*** – This agreement shall be cancelled as of right without any notice being required where the customer becomes insolvent, makes a general assignment of his or her property for the benefit of his or her creditors or is declared bankrupt, if an order of receivership or liquidation is rendered against him or her, or if he or she attempts to rely upon any law governing insolvency, bankruptcy or arrangements with creditors.

**11.10 *Effects of cancellation*** – Upon cancellation of this agreement, all obligations of Videotron hereunder shall be extinguished.

**11.11 *Modem, Equipment and recovery charges*** – In the event this agreement is cancelled, the customer agrees to return the rented Modem and any rented equipment to Videotron promptly. The customer agrees to pay Videotron all charges incurred by the latter to locate the Modem and rented equipment or obtain possession of same or to recover any amount due and unpaid under this agreement.

## **12. PERSONAL INFORMATION**

**12.1 *Customer's personal information*** – The customer confirms that all personal information provided to Videotron is accurate and acknowledges that he or she has been informed i) that such personal information will be used for management of customer records (credit, billing, collection); ii) that the information contained in the customer record shall be accessible only if necessary in connection with the purpose of such record to employees or agents of Videotron in the performance of their duties; and iii) that the customer record shall be kept at

<sup>1</sup> Applies only to Consumers division clients. Business division clients shall continue to be subject to penalties applicable to subscriptions having started prior to August 1<sup>st</sup> 2006.

Videotron's customer service, at the address indicated on the customer's statement, to which the customer shall send any request for access or correction to personal information. The customer agrees to inform Videotron promptly of any change of the personal information provided to Videotron.

Unless a customer provides express consent or disclosure is pursuant to a legal power, all information kept by Videotron regarding the customer, other than the customer's name, address and listed telephone number, is confidential, and may not be disclosed by Videotron to anyone other than:

- a) the customer;
- b) a person who, in the reasonable judgement of Videotron, is seeking the information as an agent of the customer;
- c) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service, the disclosure is made on a confidential basis with the information to be used only for that purpose;
- d) a company involved in supplying the customer with telephone or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose;
- e) an agent retained by Videotron in the collection of the customer's account, provided the information is required for and is to be used only for that purpose.

Express consent may be taken to be given by a customer where the customer provides:

- a) written consent;
- b) oral confirmation verified by an independent third-party;
- c) electronic confirmation through the use of a toll-free number;
- d) electronic confirmation via the Internet;
- e) oral consent, where an audio recording of the consent is retained by the carrier; or
- f) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

12.2 **Credit record** – The customer authorizes Videotron to enter the credit information obtained according to paragraph 3.8, in his or her customer file.

12.3 **Name list** – The customer authorizes Videotron to include his or her name, address and telephone number(s) on its list of customers for business development or philanthropic purposes, and to forward such list to its affiliates for the same purposes, and the customer shall have the right to withdraw this authorization at any time, by means of a verbal or written request to such effect to Videotron's customer service, the address and telephone number of which are indicated on the customer's statement.

12.4 **Protection of personal information** – The personal information supplied by the customer to Videotron shall be treated in accordance with the *Code of Videotron with respect to the protection of personal information*, which is available upon request at Videotron's customer service by telephone or at [serviceclient@videotron.ca](mailto:serviceclient@videotron.ca), or at [videotron.com/confidentiality](http://videotron.com/confidentiality).

### 13. GENERAL PROVISIONS

13.1 **Excerpts and headings** – When the provisions of this document or certain of these provisions appear on the back of a document other than this agreement, they constitute a reminder of these agreement conditions. Headings are included for ease of reference only and shall in no way affect the interpretation of the provisions of this agreement.

13.2 **Governing law** – This agreement shall be interpreted in accordance with the laws in force in the Province of Quebec and shall be subject to the jurisdiction of the courts of the District of Montreal.

13.3 **Customer service** – Any questions concerning the Services or the customer's account should be addressed to Videotron's customer service.

13.4 **Transfer** – The customer is not authorized to transfer this agreement, the Modem or the Equipment without the prior written consent of Videotron. Any attempt by the customer to transfer this agreement, the Modem or the equipment without the prior consent of Videotron shall be null and void. Videotron is authorized to transfer its rights or obligations under this agreement or its interests herein.

13.5 **Entire agreement** – This agreement sets out all the terms agreed upon between the customer and Videotron pertaining to the subject matter hereof, and takes precedence over all agreements, covenants, promises and representations relating thereto.

13.6 **Use of Equipment and Services** – The customer shall not rent, transfer or lend the Modem or any rented equipment, or permit the use of the Services for personal gain or purposes of public representation.

13.7 **Successors and assigns** – The provisions of this agreement shall be binding upon and enure to the benefit of Videotron and the customer as well as their respective successors and assigns.

13.8 **Effect of waivers** – No waiver of any provision or condition of this agreement or covering any breach or default thereof shall be effective unless it is set forth in writing and signed by the party making such waiver, and the latter shall not constitute a waiver of any provision or condition of the agreement or any subsequent breach or default of the same or a similar nature.

13.9 **Severability** – The invalidity, illegality or unenforceability of any of the provisions of this agreement shall not affect or invalidate any other provision hereof.

August 2<sup>nd</sup> 2006